



HUNTSVILLE

Kathy Martin, P.E.

Director
City Engineer

Urban Development Department
Engineering Division

GOLDSMITH-SCHIFFMAN WILDLIFE SANCTUARY CONSTRUCTION PACKAGE

Project No. 65-15-SP02

October 29, 2014

Addendum #1

Contractors are authorized to download quantities from website and paste to floppy disk or CD-RW (preferably in a live/flash drive format) of their choice; one or the other must be submitted with the original bid packet. In addition, two hard copies must be signed and submitted with original bid packet. If a price discrepancy is found on bid disk or CD-RW, or the correct version of bid quantities is not submitted on the disk or CD-RW which corresponds to the printed hard copy, then printed hard copy prices submitted with original bid documents, with Contractor signature, will prevail.

- Any bidder who designates a change on the outside of the envelope understands that any deletions or additions designated, bidder must further indicate the particular bid item relative to the deletion or addition, even if the deletion or addition references to deduct or add to the Total Base Bid.

All addenda are sent via email and recipients are requested to send a confirmation of receipt of all addenda as soon as they are received. A response is MANDATORY regardless of your intent to bid the project. Acknowledgement of receipt of addenda is mandatory using Attachment "C" included in Specifications for the project and must be submitted with bid package. Failure to do so shall be cause for rejection of bid. The pre-bid meeting minutes, all addenda, and attachments for the above-referenced project will become part of the contract documents.

Attachment: Pre-Bid Minutes

END OF ADDENDUM #1

The Star of Alabama

MANDATORY PRE-BID MEETING

PROJECT NAME: Goldsmith-Schiffman Wildlife Sanctuary
Construction Package

PROJECT NO.: 65-15-SP02

DATE: October 23, 2014

PROJECT MANAGERS: Brian Walker/Joy McKee

The following people were in attendance at the Pre-Bid Meeting:

Charles Smith	Trav-Ad Signs
Justin Griggs	Reed Contracting
Mike Donnelly	Land Design Solutions
Mary Hollingsworth	COH-Engineering
Penny Kelly	COH-Engineering
Joy McKee	COH-Landscape Management
Brian Walker	COH-Landscape Management

1. Introduction of all persons present, their roles, chain of command, importance of submittals to Project Engineer.

Mike Donnelly is the landscape architect on this project.

2. Project Engineer gave a brief description of work:

Project includes site preparation, installation of a sign and pavement curb & gutter for the main entrance at the Goldsmith-Schiffman Wildlife Sanctuary.

Exact location is on Taylor Road just south of Terry Drake; the east side of the road approximately 500 yards to the east of Goldsmith-Schiffman School.

3. Progress Schedule of Operations was discussed, as well as erosion control plan, disposal of debris from clearing and grubbing, plan for control of concrete temperature during hot/cold weather, etc. **If the progress report (critical path) is not received, YOUR first pay estimate will NOT BE PROCESSED UNTIL IT IS RECEIVED).**

4. Discussed all Permits.

Contractor is disturbing less than an acre so no NOI/NPDES permit are required.

Mike asked if signs for City facilities still had to be permitted through the Inspections Department. Brian said that they were. Mike asked if the City was pulling that permit or if the Contractor was. Brian said that typically the Contractor gets that permit. Justin asked if the sign had to be approved through Inspections first. Brian said that it would and that they have already ran it through the Sign Ordinance Committee, the Location Character and Extent and the Variance Committees, so it has already been through all three (3) committees as far as from the plans; Inspections already has a copy of the plans so all Contractor will have to do is pull the permit.

5. Utility Project Notification – Utility company representatives gave a description of their utility conflicts. Any problems the utility representative anticipates should be explained so that Project Engineer and Contractor can plan to include in the project. Each utility representative should provide Contractor with a name and phone number to contact for conflict assistance. Contractor is responsible for locating all utilities.

The one (1) thing that will be done from the City side is that there is a sanitary sewer manhole in the entryway area that Landscape had lowered while it was a gravel road; all they did was change the lids out. Water Pollution Control will come back and put the old lid back on so it is raised back up to the level it is supposed to be for this project; that part will be taken care of through Landscape.

6. Discussed Submittal of Shop Drawings, working drawings, material submittals, job-mix formulas in accordance with the time limits in the contract.

Brian asked how many days were in the contract. Penny said there are ninety (90) days allowed for the contract. Justin asked if the time was from the NTP or from the time the submittals were approved. Mike answered that it was from the NTP. Justin asked if submittals would be turned back around quickly. Brian said 3-5 days is typical for the City. He said if it is where they can, they will be returned within one (1) day. He said it will be quick; it will not sit around for 2-3 weeks.

7. Any right-of-way issues were discussed. Detail whether all property has been acquired to complete project and if not, when expected.

All property has been acquired. There should be no issues as far as property lines and limits.

8. Any other projects that may conflict should have their project engineer, contractor and representatives in attendance to discuss.

Brian will be the best contact at this point. He will give his contact information once the contract has been awarded, but he will be the main contact and there may be one (1) other person involved.

9. Contractor is required to submit pricing (Attachment "A") on a CD-RW (preferably in a live/flash drive format) in the Excel format made available for download from the Engineering website. The CD-RW must be in working condition and included with original bid packet and reflect the correct revision, along with two signed hard copies. Bid must be submitted from the file (Quantities) provided and downloaded from the City of Huntsville's website. Failure to do so may be cause for rejection of bid. The City reserves the right to reject any altered bid resulting from altering the CD in any manner. If a price discrepancy is found on the CD-RW, or the correct version of bid quantities is not submitted on the CD-RW which corresponds to the printed hard copy, then printed hard copy prices submitted with original bid documents, with Contractor signature, will prevail.

10. PAYMENT

The OWNER agrees to pay the contractor as follows: Once each month per project the OWNER shall make partial payment to the Contractor on the basis of duly certified and approved estimates of the work performed during the preceding month by the Contractor, less five percent (5%) of the amount of such estimate, which is to be retained by the City until all of the work has been performed. Liquidated damages will be deducted from all invoices when the invoice estimate period end date is later than the contract completion date. All pay requests will be submitted by hard copy and on a CD. The hard copy will be printed from the CD. The OWNER will provide the CD to the contractor. Two originals and two copies of the invoices are required before payment will be made. The CD should be submitted each month, along with the originals and copies, to the Administrative Officer, ATTN: Odessa Sales-Robinson, in the Engineering Department. No further retainage will be held after fifty percent of the contract is complete. All payments to contractor will be made as soon as practical after the approval and finance processes have been completed.

11. Project Engineer discussed plans, specs and special provisions.

- a. A review of the plans was made with emphasis placed on unusual construction features and special drawings.

Part of the project is within the Taylor Road right-of-way so the City Engineering Department's inspector will be involved in those portions of the work that is in the right-of-way. Before any work is done, the City Engineering Department should be notified.

There are essentially two (2) sets of plans – a site work package from Land Design Solutions and there is a package that relates to the footing design for the sign as well as related work on the OMI plans. Justin asked about the OMI plans. He asked if they were in the plans that were posted on the website. Mary said that they were submitted to ITS and that she'd check to make sure they had been posted. Mike said the OMI plans are two (2) sheets. Charles Smith said that they were on the website, they weren't titled OMI; they were called another name. Justin verified that the plans have to do with the footing.

Mike told Contractors to keep in mind that OMI is showing 12" thick (compacted) course of offsite engineered fill across the total area of the paving and sign work. Contractor will need to include that in their base bid.

Mike referred Contractors to Sheet 5 of 5 on the Land Design Solutions plans-Excavation Note 6 again states one (1) foot thick compacted lift. This is one (1) foot in total thickness, 8" maximum compacted lifts of offsite fill required beneath all paving, curb and gutter; this is considered incidental to the project so it will be part of the base bid. Mike said obviously, looking at OMI's details, that includes the area beneath the sign. Justin asked "What if they have to go deeper than that one (1) foot according to the geotechnical engineering, because it is a lump sum contract?" Mike said that will have to be an addition to the contract because obviously no one knows what is below one (1) foot; that determination will have to be determined once that subgrade elevation is reached and the inspector and geotech are there observing that.

Mike said that he and Landscape have talked but have not really resolved public access to site during construction. Mike said he understands that this is the only access off Taylor Road into that area. He asked how they were going to continue to access it. Brian said that they will be doing that onsite. He said there will be a bypass around the project area. Mike asked if Landscape needed the Contractor to do anything. Brian said that he didn't think so, he said they need to work it out themselves; the City will take care of it.

Brian said that there is a row crop field to the south side of the site. Contractor needs to make sure there is silt fencing up on that side because with winter weather coming, there will be a lot of runoff from this project.

Mike said as far as the submittals, the majority of the submittals are related to the sign, the donor of the land is very particular as to materials and finishes.

One of the things that she has emphasized, is the stone that the Contractor will be using for the columns. Mike said that submittals and samples are required. Mike said he assumes that she will be involved with review of submittals. Mike said in regards to submittals, as soon as the Contractor gets the NTP, it would be very important, since there will be others involved to review submittals, to bring all of those forward as quickly as they can.

Justin asked if the sign will have power going to it. Mike said no, but there are electrical conduits stubbed up within the interior of the columns, as shown on the plans.

Justin asked if there was any irrigation. Brian said "No".

Justin asked if there would be an aid-to-construction cost. Brian said "No."

b. Each pay item of the contract was read out and any questions concerning the method of measurement or payment discussed.

c. When a contractor is new to COH contracts, the standard specifications should be discussed with emphasis on time charges, extra work, materials, etc.

d. State of Alabama classification required was stated: (HS) Highways and Streets, (MU) Municipal & Utility or (SC) Other Specialties-Outdoor Advertising Signs. NOTE: If (SC) classification is used to meet this requirement, the sign work for the project must be a minimum of 51% of the total project cost.

e. There are ninety (90) Calendar days to complete project. (asked during pre-bid meeting if there is any concern that contract cannot be completed within contract time specified.) Justin asked how long it would take to complete the sign. Charles said that in his last conversation, a lot of it has to do with how fast they can get the granite pieces for the sign; he said they're looking at 6-8 weeks. Justin said the site work part will only take 2-3 weeks. Mike asked if Charles was talking about the limestone sign pieces; he said that was something they set at end of sign construction on a lintel. He said it was not holding anything up and should not hold up construction. Justin asked if that was one of the last things done. Charles said that it will be last thing to be done; to set that in place. Brian said that the asphalt could be down by then. He said 6-8 weeks is at least 60 of the 90 days. He asked Justin if that was going to be a problem. Justin said it wouldn't be a problem from the site work end. Mike said if it is an incomplete item of itself, and the whole project can be completed, he would recommend suspending the project if the time for manufacturing and setting the sign pieces is the issue. Brian asked if that was ok with Engineering. Penny said that it could be done. Brian said that they would consider that. Council: 11/20/14; Anticipated NTP: no later than 12/5/14

f. (included whether construction trailer is required and whether as-builts are required) Construction trailer is not required. Justin asked if digital as-builts would be required. Penny told Brian that the project manager/engineer determines if digital as-builts would be required. Brian said redline drawings were fine with him.

g. Introduction and explanation of any revisions to Supplement to General Requirements – specifically detail the following:

46. SHOP DRAWINGS

The approval of shop drawings by the Engineer will cover only the features of the design and in no case shall this approval be considered to cover error or omissions in shop details or a check of any dimensions. The Contractor shall be responsible for the accuracy of the shop drawings, the fabrication of materials and the fit of all connections; and he shall bear the cost of all extra work in erection caused by errors in shop drawings or in fabrication, inaccurate workmanship, misfits of connections or for any changes in fabrication necessary. No work shall be done on the material before the shop drawings have been approved. Any material that the Contractor orders prior to the approval shall be at the Contractor's risk.

Substitutions or changes whether indicated or implied on shop drawings will not be considered as changes regardless of the Engineer's approval of shop drawings unless the change has been previously submitted and approved as a change order per the requirements for changes in the contract.

After a shop drawing has been approved, no changes shall be made unless directed in writing to the Owner and acceptance by the Owner of said changes. Any acceptance of change by the Owner does not constitute a change to the contract unless that change has been approved and directed in writing per change order. Compensation for preparing and furnishing all shop and working drawings shall be included in the contract unit prices for the various pay items of work.

18. LIQUIDATED DAMAGES

It is further understood and agreed by and between the parties to this contract, that in the event the work to be performed under this contract is not completed at the expiration of the contract time, then, and in that event, the Contractor shall pay to the City the amounts per calendar day by the schedule shown in the schedule in the City of Huntsville Standard Specifications, Section 80.11 - "Schedule of Liquidated Damages" for each day thereafter until such work is completed. The City will deduct said sum or sums from any money due the Contractor under this contract for any and all invoices submitted after the contract due date. (See Section 12). Attachment "G" - Sample of Request for Payment with Liquidated Damages shall become a part of the contract documents. Liquidated damages will be deducted from all invoices when the invoice estimate period end date is later than the contract completion date.

Section 80.11 - "Schedule of Liquidated Damages" has been amended as follows effective 2/1/11 and revised in COH specifications 3/7/11:

Original Contract Amount		Liquidated Damages Daily Charge	
More Than	To and Including	Calendar Day or Fixed Date	Work Day
\$ 0	\$ 100,000	\$ 200	\$ 400
\$ 100,000	\$ 500,000	\$ 550	\$ 1,100
\$ 500,000	\$ 1,000,000	\$ 900	\$ 1,800
\$ 1,000,000	\$ 2,000,000	\$ 1,350	\$ 2,700
\$ 2,000,000	\$ 1,550	\$ 3,100

When the contract time is on the calendar day or date basis, the schedule for calendar days shall be used. When the contract time is on a work day basis, the schedule for work days shall be used.

Amounts in accordance with ALDOT and COH specifications and is based on contract amount before Change Orders.

- Sequence of Construction and Traffic Control with the contractor made aware of his/her responsibility to handle traffic safely through the work zone. The method of payment for traffic control shall be discussed and clearly understood.

Brian said the biggest thing is that the Contractor is working in the right-of-way area of a 5-lane road so proper traffic control procedures will be monitored through this process. Mike said that Contractor should supply all and any needed traffic control per the MUTCD including installation, maintenance and removal as part of the base bid.

13. For any trench cuts within existing roadways, Contractor is required to patch area with asphalt mix within the same day, unless otherwise specified by the Engineer. (Dense graded Base is no longer an acceptable means of traffic control within existing roadway cuts.)
14. Any subcontractors present were given the opportunity to ask questions or discuss items with which they are concerned. The Prime Contractor should be advised that no work by a subcontractor will be permitted unless approved by contract or in writing. Attachment "D" – "Subcontractor's Listing" in the Supplement to General Requirements for Construction of Public Improvements, City of Huntsville, Alabama has been revised and bidders are advised to pay special attention to the text and instructions listed on the attachment. Contractor shall keep the "Subcontractor's Listing" updated throughout the project duration and submit a copy of the listing with the request for final payment. Noncompliance with this request may cause delay in payment to the Contractor.
15. Anyone working for the Contractor, whether equipment and/or personnel, which are not the Prime Contractors and are not covered by subcontract, then it shall be understood that the Prime Contractor will be required to furnish a rental agreement for the equipment and carry personnel performing such work on his/her labor payroll.

E-VERIFY – NOTICE

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as "the Alabama Immigration Act") as amended by Act No. 2012-491 on May 16, 2012 is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are included in each subcontract in accordance with §31-13-9(c). Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2). Code of Alabama (1975) § 31-13-9 (k) requires that the following clause be included in all City of Huntsville contracts that have been competitively bid and is hereby made a part of this contract:

“By signing this contract the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.”

Contractor’s E-Verify Memorandum of Understanding shall be a part of the contract bid documents and shall be submitted with the bid package.

- Bidders’ attention is directed to the following item (#53) in the “Supplement to General Requirements for Construction of Public Improvements” document as posted on the COH website for this project:

53. ALABAMA IMMIGRATION ACT (Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975))

Compliance with the requirements of the (Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30, as amended by Alabama Act 2012-241, commonly referred to as the Alabama Immigration Law, is required for City of Huntsville, Alabama contracts that are competitively bid as a condition of the contract performance. The Contractor shall submit in the bid package, with the requested information included on the form, the “City of Huntsville, Alabama Report of Ownership Form” listed in this document as Attachment “H”. The bidder selected for award of the contract may be required to complete additional forms relating to citizenship or alien status of the bidder and its employees, including e-verify information, prior to award of a contract.

16. Asked if there are any further questions.

No additional questions were asked.

17. All questions will be answered and all clarifications made by addendum. **All addenda are sent via email and recipients are requested to send a confirmation of receipt of all addenda as soon as they are received. A response is MANDATORY regardless of your intent to bid the project.** Acknowledgement of receipt of addenda is mandatory using Attachment “C” and must be submitted with bid package. Failure to do so shall be cause for rejection of the bid. Last day for questions concerning this project before the bid will be **October 27, 2014 until 5:00 p.m.** via fax (256) 427-5325 or email to: mary.hollingsworth@huntsvilleal.gov. Response to contractor questions will be **October 29, 2014 until 5:00 p.m.** **Bids open: November 4, 2014 at 10:00 a.m.** in the **1st Floor Conference Room**, 320 Fountain Circle, Huntsville, AL.

The pre-bid notes and all addenda shall become a part of the contract documents.